

**DAVIE POLICE DEPARTMENT
MEMORANDUM**

TO: Robert Rawls, Interim Town Administrator

FROM: John A. George, Chief of Police

DATE: 10 June 99

SUBJECT: Proposed Resolution - Gang Activity Prevention Program Strike Force Agreement

This is a multi agency gang task force between the Broward Sheriff's Office, City of Fort Lauderdale, City of Sunrise, City of Coral Springs, City of Plantation and Town of Davie to combat gang activity in Broward County. The attached agreement outlines the parameters of each agency's duties and responsibilities. The six (6) original signature pages, which have been approved and signed by Attorney Barry Webber, are to be executed by the Mayor and returned to the Police Department.

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH THE BROWARD SHERIFF'S OFFICE, CITY OF FORT LAUDERDALE, CITY OF CORAL SPRINGS, CITY OF PLANTATION, CITY OF SUNRISE AND THE TOWN OF DAVIE WITH REGARD TO THE GANG ACTIVITY PREVENTION PROGRAM STRIKE FORCE.

WHEREAS, the Broward Sheriff's Office, City of Fort Lauderdale Police Department, City of Coral Springs Police Department, City of Plantation Police Department, City of Sunrise Police Department and the Town of Davie Police Department recognize that coordinated effort will enable the agencies to more effectively reduce violent criminal gang activity within these jurisdictions; and

WHEREAS, the Gang Activity Prevention Program Strike Force (GAPPSF) formalizes relationships between the participating agencies as a unit capable of addressing violent criminal street gangs and criminal organizations and to prosecute those violations both in State Court and Federal Court; and

WHEREAS, these participating agencies have formed the Gang Activity Prevention Program Strike Force (GAPPSF), as set forth in the attached Agreement.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie hereby approves the Gang Activity Prevention Program Strike Force Agreement, a copy of which is attached hereto as Exhibit "A".

SECTION 2. The Town Council of the Town of Davie authorizes the Mayor to execute said Agreement.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 1999

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 1999

GANG ACTIVITY PREVENTION PROGRAM
STRIKE FORCE

BROWARD MULTI-AGENCY GANG TASK FORCE INITIATIVE

MEMORANDUM OF UNDERSTANDING (MOU)

This Memorandum of Understanding (MOU) is being executed by the below listed agencies:

BROWARD SHERIFF'S OFFICE	(BSO)
FORT LAUDERDALE POLICE DEPARTMENT	(FTLPD)
CORAL SPRINGS POLICE DEPARTMENT	(CSPD)
PLANTATION POLICE DEPARTMENT	(PPD)
DAVIE POLICE DEPARTMENT	(DPD)
SUNRISE POLICE DEPARTMENT	(SPD)

Nothing in this MOU should be construed as limiting or impeding the basic spirit of cooperation which exists between the participating agencies listed above.

I. PURPOSE

This MOU establishes and delineates the mission of the **GANG ACTIVITY PREVENTION PROGRAM STRIKE FORCE**, hereinafter referred to as the **GAPPSF**, as a joint cooperative effort. All participants acknowledge that the **GAPPSF** is a joint operation in which all agencies act as partners. Additionally, the MOU formalizes relationships between and among the participating agencies in order to foster an efficient and cohesive unit capable of addressing **VIOLENT CRIMINAL STREET GANGS AND CRIMINAL ORGANIZATIONS** within **BROWARD COUNTY**. It is the desire of the participating agencies to achieve maximum inter-agency cooperation in a combined law enforcement effort aimed at reducing violent criminal activity within the communities served.

II. MISSION

The mission of the **GAPPSF** is to investigate all violations of State Law as they relate to criminal street gangs and/or criminal organizations and to prosecute those violations both in State Court and Federal Court, utilizing that venue which best addresses the **GAPPSF's** objectives. These investigations will include, but are not limited to, **RICO, CCE, GANG Related Homicides, Murder, (as predicate offense in RICO or in furtherance of a CCE), Drug Trafficking, Home Invasion Robberies, Car Jacking, Hobbs Act - Robberies**, and other crimes of violence.

III. ORGANIZATIONAL STRUCTURE

A. *Personnel*

The **GAPPSF** will consist of a combined enforcement body of agencies participating in this MOU. These participating agencies will provide full-time assigned personnel, as set forth below:

BROWARD SHERIFF'S OFFICE	1 FULL-TIME MEMBER
FORT LAUDERDALE POLICE DEPARTMENT	1 FULL-TIME MEMBER
CORAL SPRINGS POLICE DEPARTMENT	1 FULL-TIME MEMBER
PLANTATION POLICE DEPARTMENT	1 FULL-TIME MEMBER
DAVIE POLICE DEPARTMENT	1 FULL-TIME MEMBER
SUNRISE POLICE DEPARTMENT	1 FULL-TIME MEMBER

Personnel assigned to the **GAPPSF** shall be deemed to be continuing under the employment of their jurisdiction and shall have the same powers, duties, privileges, responsibilities, and immunities as conferred upon him/her as an employee in their own jurisdiction.

Participating agencies agree to assume all personnel costs for their **GAPPSF** representatives, including salaries, overtime payments and fringe benefits consistent with their respective agency. Subject to funding availability and legislative authorization, **GAPPSF** will reimburse the participating agencies for the cost of overtime worked by their **GAPPSF** full-time representatives, providing overtime expenses were incurred as a result of **GAPPSF** related duties and approved as provided herein.

Continued assignment of personnel to the **GAPPSF** will be based upon performance and will be at the discretion of either the respective **Agency Head** or the **Program Director**. Upon a participating agency's request, **GAPPSF** will provide the agency with an update as to the programs, direction and accomplishments of the **GAPPSF**.

B. *Advisory Board*

An **Advisory Board**, made up of the heads of the participating entities, shall be established. Membership on the **Advisory Board** can be delegated by the law enforcement agency head to a subordinate. Each **Advisory Board** member shall be entitled to one (1) vote on any **Advisory Board** issue. The **Advisory Board** shall meet quarterly for a briefing from the **Program Director** regarding the progress of the **GAPPSF**.

C. *Chain of Command*

It is agreed that the resolution of all operational problems shall be addressed and resolved at the lowest level possible in the best interest of the **GAPPSF**.

Operational problems and concerns that cannot be resolved by investigative personnel will be addressed and resolved by the **Program Director**. If problems arise which cannot be resolved the matter shall be presented to the **Advisory Board**.

IV. PROCEDURES

A. *Deputization*

In order to expand the jurisdictional authority of personnel assigned to the **GAPPSF**, the personnel must be deputized by the Sheriff.

The deputization process is accomplished by the Sheriff administering a Special Deputy Oath, which grants limited authority to the officer to conduct **GAPPSF** sanctioned investigative projects.

B. *Investigations*

All **GAPPSF** investigations will be initiated in accordance with **Federal and State Laws**. The investigative methods employed will be consistent with the policies and procedures of **B.S.O.** and that of the **MULTI-AGENCY GANG TASK FORCE (MAGTF)**.

C. *Prosecution*

The criteria for determining whether to prosecute a particular violation in state or federal court will focus upon achieving the greatest overall benefit to law enforcement and the public. Any question which arises pertaining to prosecutive jurisdiction will be resolved through discussion among all investigative agencies and prosecutive entities having an interest in the matter.

V. ADMINISTRATIVE

A. *Program Director*

BSO will assign a Program Director, who will have the following authority:

1. Case Assignments

The **Program Director** will oversee the prioritization and assignment of targeted cases and related investigative activity in accordance with the stated objectives and direction of the **GAPPSF**. Cases will be assigned to investigative teams based on experience, training, performance, expertise, and existing case load.

2. Supervision

The **Program Director** will supervise the day to day operations and administration (i.e. case management) of the **GAPPSF**.

B. Records, Reports and Evidence

All **GAPPSF** investigative reports will be maintained at the **GAPPSF** office or the **Broward Sheriff's Office Special Investigative Office (SIU)**.

All investigative reporting will be prepared in compliance with existing **B.S.O.** policy. Subject to pertinent legal and/or policy restrictions, copies of pertinent documents created by each member of the strike force will be made available for inclusion in the respective investigative agencies' files as appropriate.

The handling, storage and dissemination of criminal intelligence/information must be in accordance with all applicable state and federal laws, rules, regulations, and codes pertaining to the handling, storage and dissemination of criminal information, and criminal intelligence information.

All evidence and original tape recordings (audio and video) acquired during the course of **GAPPSF** investigations will be maintained by **B.S.O.** The **Broward Sheriff's Office Policy and Procedures** governing the submission, retrieval, and chain of custody will be adhered to by the **GAPPSF** personnel.

C. Additional Parties

A party may be added to **GAPPSF** upon the affirmative vote of a majority of all Advisory Board members.

Upon an affirmative vote of a majority of all Advisory Board members, the Advisory Board members and the additional party shall execute an addendum to this MOU in the format as provided in Exhibit B attached hereto.

D. Term

This MOU shall commence on the date it is signed by the last party to execute and shall continue until terminated as provided herein.

Any party may withdraw from participation in this MOU upon providing the other parties with at least thirty (30) days written notice of its intent to withdraw.

This MOU may be terminated upon the written consent of all parties to this MOU.

E. Insurance

Each party agrees to maintain its own comprehensive general liability insurance, professional liability insurance, automobile liability insurance and workers' compensation insurance policy or maintain a self-insuring fund for the term of this Agreement in the amounts determined by each party to adequately insure such party's liability assumed herein, but in no event shall such coverage be less than the amount of statutory waiver of sovereign immunity.

Each party agrees to provide the other parties with proof of insurance (comprehensive general liability, professional liability, auto liability and workers compensation) or proof that the party maintains a self-insurance fund consistent with F.S.S. Chapter 768.28.

Each party (indemnitor) hereby shall to the extent permitted by law indemnify from any liability and hold harmless the other parties (indemnitees), their employees, agents, or servants against liability including, but not limited to, court costs and attorneys fees, arising from any actions, causes of action, suits, trespasses, damages, judgments, executions, claims, and demands of any kind whatsoever, in law or in equity, brought against the indemnitees, their employees, agents, and servants as a result of the indemnitor, its employees, agents, or servants' negligent acts or negligent omissions, while acting within the scope of their employment. Each party will at all times be entitled to the benefits of sovereign immunity as provided in Florida Statutes Section 768.28 and common law. Nothing contained herein shall be construed as a waiver of sovereign immunity.

F. Reimbursement For Full-Time Investigators

GAPPSF has budgeted \$150,000 of the state funding for investigative personnel and equipment, which shall be shared among the participating agencies subject to the terms and conditions contained herein. At the end of the investigators term, **BSO** will reimburse the participating agency for the cost of the full-time investigator and associated equipment, not to exceed the participating agency's share. An agency's share is based upon the number of months the agency's investigator participated during the first year of this MOU in relationship to the total number of months the other agencies participated during the first year of this MOU.

VI. MEDIA

Recognizing the important role the news media plays in a democratic society, and recognizing that a law enforcement agency must obtain the support of the public it serves if it is to be effective, release of information must be handled in a professional and responsible manner. To foster cooperation and mutual respect with the news media and participating agencies, the **Broward Sheriff's Public Affairs** will coordinate the release of appropriate information in the name of the **GAPPSF**. No unilateral press releases will be made by any participating agency without the prior approval of **GAPPSF/Broward Sheriff's Public Affairs**.

VII. EQUIPMENT

A. *Office Space and Supplies*

Off-Site facilities, provided by **GAPPSF**, will be provided in order to carry out the **GAPPSF** related duties. The off-site location is to be determined.

B. *Vehicles*

Each participating agency shall provide an unmarked vehicle for transportation of their employees assigned to **GAPPSF**. Each agency will assume responsibility for all insurance, and maintenance, both preventative and corrective, for its vehicles. Any liability resulting from use of said vehicles will be the responsibility of the participating agency. Under the **GAPPSF** proposal, lease vehicles are budgeted, however such vehicles will be utilized at the discretion of the **Program Director**.

C. *Personal Equipment*

Personal equipment, (i.e., firearms, handcuffs, etc.) will be the responsibility of each participating agency.

D. *GAPPSF Equipment*

Any and all property, equipment, automobiles, furniture, furnishings of whatever kind or description, purchased or acquired with **GAPPSF** funding shall be the property of **GAPPSF**, and at the termination of this agreement and with no new agreement reached, shall be distributed at the direction of the **Advisory Board** to the participating agencies. This statement does not include seized property.

VIII. JURISDICTIONAL NOTIFICATION

The local authority in whose jurisdiction the **GAPPSF** is operating shall be notified of the fact that **GAPPSF** is conducting an operation in their jurisdiction.

IX. OVERTIME MANAGEMENT

The **Program Director** is responsible to ensure that overtime is judiciously used and does not exceed the amount budgeted. All overtime must be pre-approved through the use of the **GAPPSF Overtime Authorization Form**. No overtime will be paid unless this form is completely and accurately prepared and filed through proper channels. Only individuals assigned full - time to **GAPPSF** will be eligible for reimbursement for overtime. Any exception to these overtime provisions require written authorization by the **Program Director**. The BSO, acting as the grantee agency, will coordinate reimbursement to the participating agencies for approved overtime costs for

personnel assigned to GAPPSF. To ensure proper and complete utilization of GAPPSF overtime, reimbursement claims must be submitted monthly.

X. ASSET FORFEITURE/SHARING

Any and all currency, personal property, or real property seized by GAPPSF shall be handled in accordance with the forfeiture procedure described in Exhibit A, which is attached and incorporated herein.

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GANG ACTIVITY PREVENTION PROGRAM (GAPPSF)
STRIKE FORCE FORFEITURE PROCEDURES

SECTION I
LEGAL SERVICES FOR GAPPSF FORFEITURES

1.1. The parties agree that BSO shall initially provide the legal services for all GAPPSF forfeitures until these services are terminated as provided herein. BSO shall not charge the GAPPSF for BSO attorney fees provided pursuant to this Agreement.

1.2 At the conclusion of each case, BSO or any agency providing such services thereafter shall provide the participating agencies with an invoice of all costs associated with said forfeiture actions including, but not limited to, court costs, postage, publication costs, witness fees, claimant's attorneys fees, security, insurance, towing, storage, and maintenance. BSO or any party providing such services thereafter shall be reimbursed for all the above-described costs incurred in proceeding with such forfeiture in the manner as provided in Section III hereinafter. For purposes of this paragraph, participating agencies are those agencies which are a party to this Agreement at the time of seizure.

1.3 The parties agree that either the party providing services herein (initially BSO) or GAPPSF may terminate such services upon thirty (30) days written notice to all parties to this Agreement. A majority vote of all parties to this Agreement is required prior to GAPPSF terminating services or substituting counsel.

SECTION II
GAPPSF FUNDS

2.1 The parties recognize the need to establish a funding source for GAPPSF in the event state funding is eliminated. In order to address this need, the parties agree that the initial two hundred and seventy six thousand dollars (\$276,000.00) of currency seized by the GAPPSF pursuant to this agreement and subsequently awarded to the GAPPSF shall be deposited into the Law Enforcement

Trust Fund of the party designated as Fiscal Administrator of such funds. Upon establishing a Trust Fund balance of two hundred and seventy six thousand (\$276,000.00), all future forfeitures will be distributed in accordance with Section III, until such time as the GAPPSF Trust Fund balance falls below one hundred seventy five thousand dollars (\$175,000.00). In the event the GAPPSF Trust Fund balance falls below one hundred seventy five thousand dollars (\$175,000.00), all subsequently forfeited currency shall be deposited into the GAPPSF Trust Fund until a two hundred seventy six thousand (\$276,000.00) balance is reestablished.

2.2 The parties agree that BSO is hereby designated as the initial Fiscal Administrator. The Fiscal Administrator's services may be terminated upon a majority vote of all parties to this Agreement. Any subsequent Fiscal Administrator shall be designated by a majority vote of all parties to this Agreement.

2.3 The Fiscal Administrator shall maintain a separate accounting of these funds (hereinafter referred to as GAPPSF Trust Funds).

2.4 The Fiscal Administrator, on behalf of GAPPSF, shall request appropriations of GAPPSF Trust Funds for those statutory purposes specifically designated within §932.7055, Florida Statutes. Prior to requesting an appropriation of any GAPPSF Funds, all parties to the Agreement, at the time of the request, must approve the request.

2.5 Any appropriation of GAPPSF Funds shall be deposited into a separate account maintained by the Fiscal Administrator's Finance Department. The funds placed in this separate account shall only be used for those purposes designated within the request for appropriation. The parties agree that all disbursements from this account must be approved by two (2) authorized representatives of the Fiscal Administrator. The Fiscal Administrator's representatives shall maintain such authority only upon approval by a majority of all parties to this Agreement. The parties agree that initially all disbursement from this account must be approved by both BSO's Director of Regional Narcotics and BSO's Finance Director.

2.6 At the end of each fiscal year ending September 30th, the Fiscal Administrator shall provide an accounting of GAPPSF Trust Funds including, but not limited to, an accounting of all receipts, disbursement, and interest accrued on such funds. The Fiscal Administrator shall provide such accounting to each party, which is a party to this Agreement during such fiscal year.

2.7 The parties hereby acknowledge and agree that the Fiscal Administrator's responsibilities shall terminate upon the Fiscal Administrator's withdraw from participation in this Agreement. In the event the Fiscal Administrator withdraws from participation in this Agreement or its services are terminated, the Fiscal Administrator shall provide an accounting of all GAPPSF Funds and any unexpended funds shall be transferred to the subsequent Fiscal Administrator.

2.8 Upon the termination of this agreement, the unexpended GAPPSF Trusts Funds shall be divided among the participating agencies in proportion to their participation level and length of time in the GAPPSF.

SECTION III

DISTRIBUTION OF FORFEITURE PROCEEDS

3.1 For purposes of this Section, participating agencies are those agencies which are a party to this Agreement at the time of seizure.

3.2 Except as provided in paragraph 2.1, all currency seized by GAPPSF pursuant to this agreement and subsequently awarded through forfeiture shall be distributed to each participating agency in an amount which represents each participating agency's equal share of one hundred percent (100%) of said currency less the costs incurred in proceeding with the forfeiture action including, but not limited to, court costs, postage, publication, witness fees, claimant's attorneys fees, security, insurance, storage, and maintenance. Upon award of such currency, the party providing legal services to the GAPPSF shall be reimbursed for all of the above-described costs incurred in proceeding with such forfeiture.

3.3 All personal property or real property seized by the GAPPSF pursuant to this agreement and subsequently forfeited to the GAPPSF may be available for purchase by any participating agency upon providing written notice to the other participating agencies within thirty (30) days of the final forfeiture award. The selling price of such property shall be equivalent to the other agencies' percentage share of the property's fair market value, as determined and certified by the U.S. Marshal's Office, less any loans, mortgages, liens, or other encumbrances on such property and the cost incurred in proceeding with such forfeiture action including, but not limited to court costs, postage, publication, witness fees, claimant's attorneys fees, security, insurance, storage, and maintenance. For purposes of this paragraph, each participating agency's percentage share shall be equivalent to one hundred percent (100%) divided by the number of parties to this Agreement at the time of seizure. Each agency's share shall be distributed upon the sale of said property. The purchasing agency shall reimburse the party providing legal service to GAPPSF for all the above-described costs incurred in proceeding with such forfeiture.

3.4 In the event no participating agency expresses an interest in purchasing the forfeited property, the property will be sold at public auction with the proceeds less the above-described costs of forfeiture being distributed to the participating agencies according to their share, as determined herein. For purposes of this paragraph, each participating agency's percentage share shall be equivalent to one hundred percent (100%) divided by the number of parties to this Agreement at the time of seizure. Each participating agency's share shall be distributed upon the sale of said property. Upon the sale of such property, the party providing legal services to the GAPPSF shall be reimbursed for all of the above-described costs incurred in proceeding with such forfeiture.

3.5 In the event more than one participating agency expresses an interest in purchasing the forfeited property and an agreement cannot be reached between the interested participating agencies, a majority vote of authorized representatives from all participating agencies shall determine the ultimate disposition of said property.

SECTION IV
SETTLEMENT PROCEDURES

4.1 The parties agree that the settlement of all cases the value of which is twenty thousand dollars (\$20,000.00) or less shall be in the sole discretion of the attorney handling the forfeiture action. For purposes of this paragraph, value is defined as the fair market value of the property less any applicable loans, liens, or other encumbrances.

4.2 The parties agree that the following procedures shall apply to the settlement of all cases the value of which exceed twenty thousand dollars (\$20,000.00):

- a. Settlement offers equivalent to sixty percent (60%) or more of the value of the seized property, which will be awarded, must be approved in writing by an authorized representative of the Fiscal Administrator. The Fiscal Administrator's representative shall maintain such authority only upon approval by a majority of all parties to this Agreement. For purposes of this paragraph, the parties agree that the initial authorized representative shall be BSO's Director of Strategic Investigations.
- b. Settlement offers equivalent to less than sixty percent (60%) of the value of the property, which will be awarded, must be presented to the Advisory Board. Settlement offers must be approved by a majority vote of all Advisory Board members.

For purposes of this paragraph, value is defined as the fair market value of the property seized less any applicable loans, liens, or other encumbrances.

4.3 Upon a majority vote of all parties to this Agreement, this Section is subject to renegotiation by the parties.

SECTION V
APPEALS

5.1 Any decision to appeal a GAPPSF forfeiture shall be made only upon an affirmative vote of a majority of all members of the Advisory Board.

5.2 Recognizing that the GAPPSF may incur additional costs and liabilities by retaining seized property during the appellate process, the decision to retain the seized property during such appellate process shall be made only upon the affirmative vote of a majority of all Advisory Board members.

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ADDENDUM

This Addendum is made this _____ day of _____, 19____ by and between.....(list parties).....

WHEREAS, the Memorandum of Understanding (MOU) for the Gang Activity Prevention Program Strike Force was executed on or about _____ in order to address the problems with violent street gangs and criminal organizations activity;

WHEREAS, the Advisory Board members are desirous of amending the MOU to add _____ as an additional party;

THEREFORE, IN CONSIDERATION of the mutual terms and conditions contained herien, the parties agree as follows:

1. The MOU shall be amended by adding (Name of Additional Party), as an additional party.
2. (Name of Additional Party) agrees to all the terms and conditions of the MOU.
3. All remaining terms and conditions of the MOU shall remain in full force and effect.

IN WITNESS WHEREOF, the parties execute this instrument on the dates shown below.

ADVISORY BOARD MEMBERS SIGNATURES

EXHIBIT B

Page 1 of 1

GANG ACTIVITY PREVENTION PROGRAM STRIKE FORCE
MEMORANDUM OF UNDERSTANDING

TOWN OF DAVIE

Witnesses:

TOWN OF DAVIE

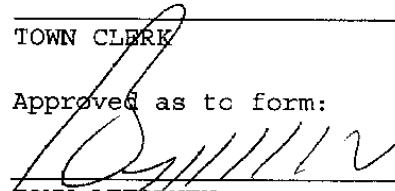
MAYOR

(CORPORATE SEAL)

ATTEST:

TOWN CLERK

Approved as to form:



TOWN ATTORNEY